

EXHIBIT "A"

DERIVATION: This is a part of that property conveyed to Jack E. Shaw by deed of Taylor & Mathis III, a general partnership, dated July 1, 1976 and recorded on July 2, 1976 in Deed Book 1039 at Page 48 in the R.M.C. Office for Greenville County, South Carolina.

The Grantor, Jack E. Shaw, grants and conveys to the Grantee, McDonald's Corporation, its successors and assigns, a perpetual, non-exclusive easement for automobile and pedestrian ingress and egress, to and from the parcel described above, over, upon and across the parking area and spaces, driveways and access ways, sidewalks and walkways, exits and entrances, and other common areas, of the property owned by the Grantor known as University Square Shopping Center to include property shown on plat by Piedmont Engineers and Architects dated August 23, 1976 and recorded in Plat Book 5-X at Page 7, aforesaid records, as shown on Exhibit "B".

Rights granted herein are subject to the non-exclusive right of the Grantor, his heirs, successors and assigns, to make reasonable use of the parking areas and drives for parking.

The Grantor, Jack E. Shaw, herein grants and conveys to McDonald's Corporation, its successors and assigns, a perpetual, non-exclusive easement, appurtenant to the parcel conveyed hereinabove, for the purpose of installing, operating, maintaining, repairing, replacing and renewing any and all utility lines and related facilities, including surface drainage rights, over, above, along, under, in and across the property owned now by Grantor, known as University Square Shopping Center, wherever said utility lines may be located. No trees, permanent buildings or other structures shall be placed in or allowed to encroach upon the easements, and no change of grade elevation or excavation shall be made thereon without McDonald's Corporation, its successors or assigns, prior written approval.

Jack E. Shaw grants and conveys to McDonald's Corporation, its successors and assigns, the right to use, coupled with its easement, said utilities and related facilities.

The right to use and exercise the rights and easements contained herein shall run with the land and inure to and be for the benefit of the Grantor and Grantee, their heirs, successors and assigns, tenants, subtenants, licensees, concessionaires, mortgagees in possession, customers and business invitees of such persons.

The above in no way limits the said Jack E. Shaw from conveying lots 1, 4, 5 and 6 of said center to other businesses. The above in no way limits the said Jack E. Shaw from granting to said businesses similar easements over common areas of said center.

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